

1907-029 Chancery Causes: Haynes Henson Shoe Co] vs. Sam C. Slomp & Lee Co.

Robbins

CA-Debt
T-Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining your orator, Haynes Henson Shoe Company, a corporation, would respectfully represent and show unto your honor that heretofore one A. P. Robbins, was engaged in the retail merchantile business at Olinger, Lee County, Virginia, and while thus engaged in said merchantile business, he purchased from your orator, who is a wholesale boot and shoe concern, merchandise to the amount of \$226.50, as per statement herewith filed as part of this bill marked Exhibit "1". Said merchandise was purchased from your orator on Mar. 19th and April 27th, 1907, and became due July 21st, 1907.

Your orator alleges that the said sum of money has not been paid to your orator either before or after the said bill became due and payable, and your orator alleges that the same is now still due, owing and unpaid.

Your orator further alleges that some time after said bill became due, the said A. P. Robbins sold his entire bulk of merchandise to one Sam C. Slomp, at Olinger, Lee County, Virginia, and your orator alleges that neither the said A. P. Robbins, nor the said Sam C. Slomp entered into a written or printed notice of the proposed sale, not delivered any notice thereof to the said creditors of the said A. P. Robbins, nor transmitted the same by registered letter through the United States mail to the said creditors, but your orator alleges that the said A. P. Robbins failed to make any inventory of said merchandise and failed to state the value of said goods as is required by section 2460A of the code of 1904, and the said Robbins also failed to ~~make~~ make any certificate or affidavit and furnish the same to the said Slomp, whereby he made oath that he did not owe any money to any person for said merchandise so sold.

And your orator alleges that the said Robbins and said Slomp totally failed to comply with any part of the section 2460 A of the code, but on the other hand your orator alleges expressly that the said A. P. Robbins sold and delivered all of the said merchandise in his stock in bulk to the said Sam C. Slomp on long credit, namely, one-half to be

paid in twelve months and the remainder in fifteen months from the date of such sale. And your orator alleges that the said sale by the said Robbins to the said Slemp was made for the purpose of hindering, delaying, and defrauding the creditors of the said A. P. Robbins, of which the said Sam C. Slemp had actual knowledge and was party thereto. Your orator is advised that by the terms of said section 2460a of the code, the said sale is presumed to be fraudulent and void, and the creditors of the said Robbins have the right to subject said merchandise in the hands of said Slemp, to the payment of their said debts.

Your orator further alleges that the said Sam C. Slemp is selling and disposing of said property purchased from the said A. P. Robbins, and unless he is enjoined, or said property is attached, your orator will be defeated in the collection of its claim; and your orator further alleges that the said Sam C. Slemp has no other property out of which the said debt may be made.

The premises considered your orator is advised that it has a right to maintain its suit in Chancery for the purpose of setting aside said fraudulent debt, and for the purpose of ^{subjecting} such said property to the payment of your orators claim and as ^{an} auxiliary thereto the right to have an injunction against the said Sam C. Slemp enjoining him from making sale of any of the said goods so received from the said Robbins until your orators claim is paid.

The prayer therefore of your orator is that the said A. P. Robbin and Sam S. Slemp be made parties defendant to this bill of complaint and be required to answer the same but not under oath, that an attachment issue and be levied upon said property so as to secure and for the same forthcoming subject to your honors order, that said Sam C. Slemp be enjoined from making sale of the said goods as aforesaid until your orators said claim shall have been fully paid. That the said sale made as aforesaid by the said A. P. Robbins to the said Sam C. Slemp, be set aside and declared as void, and that said goods or enough thereof to pay your orators debt, be sold in such manner as your honor may direct. And may all other further and general relief be granted your orator that the nature of its cause and good conscience requires. And it will ever pray &c

Quintan Pro P.W.

Virginia, Lee County, to-wit:

I, M. E. Flanary, Deputy clerk, of the Circuit Court for Lee County, do hereby certify that Robt. L. Pennington this day made oath before me that the statements made in the foregoing bill are true to the best of his knowledge and belief.

Given under my hand this the 21st day of Oct. 1907.

M. E. Flanary, D.C.

Costs to Nov. 4, 1907.

Clerk \$ 4.63.

Atty. 15.00

Shff. 5.00

\$24.63

Debt - Amt 231.96
Costs - 24.63
256.59

Haynes Susan Shaw Co

vs. Bice in Chen-

Don L. Sleepshaw

Injunction is
refused. Attachment
is the proper process
to issue.

Wm C. Williams
Judge

In the Circuit Court for Lee County in Vacation.

October_____, 1907.

Haynes, Henson Shoe Company, Incorporated.....Complainant.

Vs.

In Chancery.

A. P. Robbins & Sam Cl Slemp.Defendants.

This day Haynes, Henson Shoe Company presented its bill for an injunction against Sam C. Slemp & A. P. Robbins asking for an injunction against Sam C. Slemp, restraining him from selling or otherwise disposing of the goods purchased by him from the said A. P. Robbins and was argued by counsel.

Upon consideration of all which and it appearing to the court from the bill of the complainant that Sam C. Slemp purchased in bulk a certain stock of goods and merchandise of A. P. Robbins, which goods were located at Olinger, Va., ~~And~~ the said Robbins & Slemp having failed to comply with the terms of the statute in such cases made and provided according to the allegations of the said bill, it is therefore adjudged ordered and decreed that the said Sam C. Slemp is hereby enjoined, inhibited, and restrained ^{from selling or} ~~of~~ otherwise disposing of any portion of the stock of goods so received and purchased by him from the said A. P. Robbins, until the future order of this court. But Before the said plaintiff shall have the benefit of this order, it or some one else shall enter into bond before the clerk of the said court in the sum of \$_____, conditioned as the law requires in such cases. And this cause is continued.

Judge of the Circuit Court of Lee County to
H. C. T. Ewing, Clerk.

Hoyus Hum Shuy

vs 2 Vocotino

2 On cl

Injunatino

Don C. Sleepokae

Shoes I bought from A. D.
 Robbins 30 agent for A. P. Robbins

no. pair	U. M.	\$	cts	\$	cts
4	824	1	70	2	80
9	161		90	8	10
8	823		80	6	40
3	825		60	1	80
5	823 ⁵		65	3	25
5	6415	1	35	6	75
5	65 ⁴	1	20		00
10	8311	1	25	12	50
1	4383	1	85		84
7	2524	1	75	12	25
9	2410	1	50	13	50
3	25	1	62	4	86
3	23	1	50	4	50
3	29x	4	50	13	50
2	29 ⁵	4	00	8	00
1	25	1	50		50
3	27	1	25	3	75
8	210	1	25	10	00
10	2734	1	15	16	50
10	633	2	00	20	00

Free baby shoes 27-9/11

total of shoes on hand,
 Samuel C. Shump

157 80
 158 51

Know all Men by these Presents, That we, Hoymes-Hudson-Shoe Co.
and Robt L Cunningham
are held and firmly bound unto Sam C. Sleep & H.P. Robbins
in the sum of Five Hundred Fifty Dollars, to the payment whereof we bind
ourselves, our heirs, executors and administrators, jointly and severally, by these presents. We
hereby waive the benefit of our homestead exemption as to this obligation and also any claim or
right to discharge any liability to the Commonwealth arising under this bond with coupons detached
from the bonds of this State.

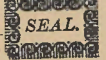
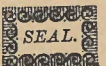
Witness our hands and seals this 28 day of Oct, 1907 1897.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That whereas Hoymes-Hudson-Shoe Co.
plaintiff in a suit instituted in the Circuit-Court of the Co. of Lee
against Sam C. Sleep and H.P. Robbins

defendant S, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said
Court an attachment against the estate of the said defendants
for the sum of Two Hundred & Twenty Six & 5/10
Dollars being the amount claimed by the said plaintiff in the said suit.

Now, THEREFORE, If the said Hoymes-Hudson-Shoe Co.
shall pay all costs and damages which may be awarded against it- or sustained by any
person by reason of it- suing out of the said attachment, then the above obligation to be void,
otherwise to remain in full force.

Robt L Cunningham



Executed in the presence of

In the Clerk's Office of the _____ Court of the _____ of _____ 189____
_____ the securit_____
in the above bond, this day made under oath before me _____
Clerk of the said Court, that _____ estate, after the payment of all _____ debts and of such
liabilities as _____ he _____ ha _____ incurred for others and expect to have to pay, _____ worth
\$ _____ the penalty of the said bond.

Given under my hand as Clerk of the said Court, this _____ day of _____ 189____

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to { ATTACHMENT BOND
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Know all Men by these Presents, That we, Haynes-Henson
Shoe Co. and Robt L Pennington
are held and firmly bound unto Sam C. Slump and A.P. Robbins
in the sum of Five hundred & Fifty Dollars, to the payment whereof we bind
ourselves, our heirs, executors and administrators, jointly and severally, by these presents. We
hereby waive the benefit of our homestead exemption as to this obligation and also any claim or
right to discharge any liability to the Commonwealth arising under this bond with coupons detached
from the bonds of this State.

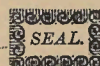
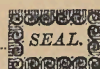
Witness our hands and seals this 28th day of Oct, 1907, 1897.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas
Haynes-Henson Shoe Co.
plaintiff in a suit instituted in the Circuit Court of the Co. of Lee
against Sam C. Slump and A.P. Robbins

defendants, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said
Court an attachment against the estate of the said defendants
for the sum of Two hundred & Twenty six & 50/100
Dollars being the amount claimed by the said plaintiff in the said suit.

Now, THEREFORE, If the said Haynes-Henson Shoe Co.
shall pay all costs and damages which may be awarded against it or sustained by any
person by reason of it suing out of the said attachment, then the above obligation to be void,
otherwise to remain in full force.

Haynes-Henson Shoe Co.
Travis M. Haynes Pres.
Oliverate Lecky & Tr



Executed in the presence of

In the Clerk's Office of the _____ Court of the _____ of _____ 1897
the securit_____

in the above bond, this day made under oath before me _____
Clerk of the said Court, that _____ estate, after the payment of all _____ debts and of such
liabilities as _____ he _____ ha _____ incurred for others and expect to have to pay, _____ worth
\$ _____ the penalty of the said bond.

Given under my hand as Clerk of the said Court, this _____ day of _____ 1897



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to { ATTACHMENT BOND
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..... p. q.

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The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon

Sam C. Sloop
and A. P. Robbins

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *1st* Monday in *November*, 190*7*,
to answer to a bill in chancery, exhibited against *them* in our said Court by

Haynes-Tinson Shoe Company, a cor-
poration.

And have then there this writ. Witness *H. C. Ewing*, Clerk of our said Court, at
the court-house, the *21st* day of *October*, 190*7*, and in the
32nd year of the Commonwealth.

H. C. Ewing, Clerk
By M. E. Hendry, D.C.

Commonwealth of Virginia,

To the Sheriff of Lee County Greeting:

Whereas Haynes Henson Shoe Company, a Corporation, this day filed its bill in equity against Sam C. Slomp and A.P. Robbins in the Clerk's office of our Circuit Court in the County of Lee for the purpose of having an attachment to secure and enforce its claim against the said A. P. Robbins and Sam C. Slomp to a certain debt claimed by the said Haynes Henson Shoe Company against A. P. Robbins; and,

Whereas Robt. L. Pennington, agent and attorney for the said plaintiff in the said bill, has before me in my said office in the County of Lee and State of Virginia, made ~~an~~ affidavit that the plaintiff's claim is believed to be just and is now due and payable; that the affiant believes that the plaintiff ~~is~~ is entitled and ought to recover, at least the sum of \$223.50, with interest thereon from the first day of July, 1907, until paid. And to the best of the affiants belief the said defendant A. P. Robbins has converted his property of whatever ~~kind into~~ money securities and evidences of debt, with the intent to hinder, delay, and defraud his creditors, and has assigned his estate with the intent to hinder, delay, and defraud his creditors, and has disposed of his estate with the intent to hinder, delay, and defraud his creditors; and,

Whereas upon such affidavit the plaintiff doth now require me, the said clerk to endorse on a summons an order to the officer to whom it is directed to attach the said estate of the said defendant, A.P. Robbins in the hands of the said Slomp, which the said A. P. Robbins turned over and assigned to the said Sam C. Slomp, and also any other estate of the said A.P. Robbins, whether in his own hands or the hands of other defendants:

Therefore we order and command ^{you} this day to attach the estate above mentioned for the amount of said claim of said Haynes Henson Shoe Company, together with sufficient amount to pay the cost of this suit, and such estate so attached in your hands to secure that the same shall be forthcoming and liable to further proceedings upon to be heard before our said court ~~at~~ at the next ~~xxxxxxx~~ Dec. term thereof, 1907; and that you ~~thereof~~ on the first day of the said term have then and there this writ and make return how you have executed the same.

Witness M. E. Flanary, deputy clerk for H.C.T. Ewing, clerk of our said Court at the courthouse thereon in the County of Lee and state aforesaid, the 21st day of October, 1907, in the 132 year of the Commonwealth.

Form No. 300

SUBPOENA
IN
CHANCERY.

vs.

To

Lee Circuit Court.

Deputy Clerk.

Executed Oct 27, 1907 by William A. Lee
copy of the return returned and at-
test to Sam C. Slomp and A.P. Robbins
and by attaching upon 112 paces of fore-
as described in the return but returned.
W. E. Ewing 208.
for P.M. 1308
815